


B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS El Veasta Lampley	DEFENDANTS Lehman Brother's Holdings, Inc	
ATTORNEYS (Firm Name, Address, and Telephone No.)	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) FRAUD		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>FRBP 7001(1) – Recovery of Money/Property</p> <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other </div> <div style="width: 48%;"> <p>FRBP 7001(6) – Dischargeability (continued)</p> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p>FRBP 7001(2) – Validity, Priority or Extent of Lien</p> <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property</div> <div style="width: 48%;"> <p>FRBP 7001(7) – Injunctive Relief</p> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p>FRBP 7001(3) – Approval of Sale of Property</p> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)</div> <div style="width: 48%;"> <p>FRBP 7001(8) Subordination of Claim or Interest</p> <input type="checkbox"/> 81-Subordination of claim or interest </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p>FRBP 7001(4) – Objection/Revocation of Discharge</p> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)</div> <div style="width: 48%;"> <p>FRBP 7001(9) Declaratory Judgment</p> <input type="checkbox"/> 91-Declaratory judgment </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p>FRBP 7001(5) – Revocation of Confirmation</p> <input checked="" type="checkbox"/> 51-Revocation of confirmation</div> <div style="width: 48%;"> <p>FRBP 7001(10) Determination of Removed Action</p> <input type="checkbox"/> 01-Determination of removed claim or cause </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p>FRBP 7001(6) – Dischargeability</p> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column) </div> <div style="width: 48%;"> <p>Other</p> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </div> </div>		
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$20,000,000.	
Other Relief Sought DECLARATORY		

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BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Lehman Brothers Holdings Inc		BANKRUPTCY CASE NO. 08-13555
DISTRICT IN WHICH CASE IS PENDING SOUTHERN	DIVISION OFFICE NY	NAME OF JUDGE PECK
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
DATE 4/10/13		PRINT NAME OF ATTORNEY (OR PLAINTIFF) 

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

1
2
3 El Veasta Lampley
4 ~~7801 Ellis Ave #4~~ 8042 Sunset Cir.
5 Huntington Beach, Ca 92648
6 In pro per
7 714 472-5139 brnsugs@yahoo.com

8 UNITED STATES BANKRUPTCY COURT
9 FOR THE SOUTHERN DISTRICT OF NEW YORK

10 Lampley, El Veasta,
11 Plaintiff,
12

13 vs.

14 Lehman Brothers Holdings, LLC

15 Defendants

) LEAD CASE ; 08-13555

) ADVERSARY COMPLAINT

) COMPLAINT FOR:

) 1.CONSPIRACY TO COMITT FRAUD

) 2.FRAUD AND INTENTIONAL TORT

) 3.AIDING AND ABETTING
) FRAUD,

) 4 NEGLIGENT MISREPRESENTATION

) 5.Violation of Homeowners Bill
) of Rights

) 6. Cal Civil Code Section 2934

) 7. 12 U.S.C. 2605

) 8. "Robo Signing and
) Fabrication of Documents

DEMAND FOR A JURY TRIAL

1 PLAINTIFF DOES NOT CONSENT TO THE ENTRY OF FINAL ORDERS OR JUDGMENT BY THIS
2 COURT IF IT IS DETERMINED THAT THE COURT, ABSENT CONSENT OF THE PARTIES,
3 CANNOT ENTER FINAL ORDERS OR JUDGMENT CONSISTENT WITH ARTICLE III OF THE
4 UNITED STATES CONSTITUTION. IF MATTERS ARE CONSIDERED BY THIS COURT TO BE
5 CORE MATTERS, PLAINTIFF DOES GIVE CONSENT TO FINAL ORDERS OR JUDGMENT OF THIS
6 COURT. PLAINTIFF REQUEST PROCEEDING TO BE TRANSFERRED TO DISTRICT COURT
7 IMMEDIATELY

I INTRODUCTION

1. Plaintiff El Veasta Lampley, brings this action and hereby
alleges: conspiracy to comitt fraud, fraud and intentional
tort, aiding and abetting fraud, negligent
misrepresentation, violation of California commercial
Section 3301, Violation of Cal civil code section 2984,
violation of 12 U.S.C. 2605, "Robo signing" and Fabrication
of documents
2. The defendants, Lehman Brothers Holdings, LLC, and at all
times herein mentioned was, a resident of Orange
California, Orange County California.
3. The plaintiff is informed and believes and thereon alleges
that, at all times herein mentioned, Wells Fargo Bank
(WFB), U.S.Bank (USB), New Century Mortgage Corporation
(NCM)and First American Trustee solutions (FATS) was
agent and employee of defendant, Lehman Brothers (LBH), and
in doing the things herein alleged was acting within the
course and scope of such agency and herein alleged
was acting within the course and scope of
agency and employment and with the permission and
consent of his/her codefendant.

Jurisdiction

2. This proceeding is a non-core proceeding over which the Court has no jurisdiction pursuant to 28 U.S.C. §157 (b) (C) (1) (H) (I) (K) in that these proceedings are related to the above captioned proceeding. As a result, this Court has no authority to hear and determine the dispute at issue and grant the relief requested, and Plaintiff does not consent to the entry of a judgment.

3. This matter involves El Veasta Lampley ("plaintiff") pro se, effort to invalidate a **January 21, 2006** mortgage and set-aside foreclosure of my home at 20051 Big Bend Lane, Huntington Beach, CA on January 27, 2012.

4. Plaintiff, El Veasta Lampley sought protection under Chapter 11 of the Bankruptcy code on January 26, 2012.

5. Plaintiff, El Veasta Lampley, brings this enforcement action pursuant to Unfair or Deceptive Acts or Practices in Violation of:

A. Conspiracy to commit Fraud, Fraud and Deceit Cal Civil Code §1709, §1710(4)

§§5-1:00, 2:00

B. Actual Fraud Cal Civil Code § 1572, 5-1:00

C. Negligent misrepresentation (5-2:00)

D. Violations of Cal. Com. Code Section 3301.F A C

146 - not persons entitled to enforce the security interest.

E. Violations of Cal. Civil Code Section 2934-the process of recording assignments with backdated

1 effective dates may be improper, and thereby
2 taint the notice of default.

3 F. Violation of 12 U.S.C. 2605

4 G. "Robo signing and Fabrication of Documents
5

6 and require Lehman Brothers Holdings
7 to pay civil penalties, restitution, compensatory damages,
8 punitive damages, and other damages arising from their unfair,
9 deceptive, and discriminatory origination and servicing of my
10 mortgage loan, and to disgorge their ill-gotten gains and
11 profits from such conduct.

12 6. The plaintiff seeks damages in the amount of
13 **\$20,000,000 in damages**, avoidance of a lien and determination of
14 compensatory damages and punitive damages caused by defendants,
15 Lehman Brothers Holdings. Plaintiff seeks the following
16 damages: (1) compensatory damages of \$20,000,000-One who
17 willfully deceives another with intent to induce him or her to
18 alter his or her position to his or her injury or risk, is
19 liable for any damages that the injured party thereby suffers
20 [Civ. Code § 1709].

21 (2) Punitive damages an intentional misrepresentation,
22 deceit, or concealment of a material fact known to the defendant
23 with the intention on the part of the defendant to thereby
24 deprive a person of legal rights or property, or to otherwise
25 cause injury.

26 7. For the purpose of this brief, the above named
27 companies will be referenced as: Lehman Brothers-LBH, New
28 Century Mortgage-NCMC, U.S.Bank National-USBN, Wells Fargo Bank-

1 WFB, First American Trustee Solutions-FATS and Severson and
2 Werson-SW.

3 **III Parties**

4 8. El Veasta Lampley, plaintiff was the trustor of the
5 mortgage and note on the property at 20051 Big Bend Lane,
6 Huntington Beach, California, dated January 21, 2006.

7 9. **Lehman Brothers Holdings Inc. (LBH)** was a national
8 Mortgage lender. Lehman is currently in chapter 11 bankruptcy
9 number 458 B.R. 134(2011) No. 08-01420 and 08-13555 (JMP)(SIPA).
10 **Lehman Brothers Holdings Inc. (LBH)** is the seller of the
11 Structured Asset Investment Loan Trust Mortgage Pass-Trough
12 Certificates, Series 2006-4 whom alleges the note is attached
13 with to the above property at 20051 Big Bend Lane, Huntington
14 Beach, CA.

15 10. **New Century Mortgage Corporation (NCMC)** was a national
16 mortgage lender. NCMC is currently in chapter 11 bankruptcy
17 number 07-10416 (KJC).NCMC was the originating "lender" on the
18 Note.

19 11. **U.S.Bank National Association (USBN)** is a national
20 bank. U.S.Bank is involved in 3500 active lawsuits. Defendants
21 are seeking eviction of the plaintiff of the property at 20051
22 Big Bend Lane, Huntington Beach, Ca 92646.

23 A. USBN claims to be the holder-in-due-course of the
24 note.

25 B. USBN has failed to prove that it is the holder of
26 the note.

27 12. **Wells Fargo Bank (WFB)** DBA American Servicing is a
28 national bank.

- 1 A. WFB agreed to pay **5.3 Billion** on 2/9/12 to 49
2 states and several federal agencies regarding
3 mortgage servicing, foreclosure and origination
4 issues. WFB is a nationwide, diversified,
5 community-based financial services company with
6 **\$1.3trillion** in **assets**.
- 7 B. During the period of October 1, 2008 through
8 September 30, 2010, WFB submitted **14,442 claims**
9 on **foreclosed loans** to the FHA for payment in the
10 23 judicial States and jurisdictions totaling
11 about **1.7 billion**.
- 12 C. The request for payment sparked an investigation
13 by the Office of the Inspector General.
- 14 D. The memorandum was released on March 12, 2012
15 finding WFB guilty of fraud in servicing,
16 foreclosure procedures and origination.
- 17 E. As stated above, Defendant LBH, through its agent
18 Defendant WFB, instituted a non-judicial
19 foreclosure proceeding and foreclosed on the
20 property which mortgage was originally issued in
21 the name of NCMC, a Delaware corporation
22 organized under the laws of an un-known state.
23 Defendant LBH has taken the unverified position,
24 through its counsel, that Defendant NCMC
25 previously assigned the mortgage issued by NCMC
26 as to the property to Defendants LBH.
- 27 F. LBH has failed and refused to prove to plaintiffs
28 that it is the holder of all rights under the
Note, which is an instrument of indebtedness

1 which would permit the legal holder thereof to
2 declare a default and facilitate a foreclosure.

3 G. Defendants LBH has refused and failed to
4 demonstrate that it, and not the certificate-
5 holders have acceded or legally assigned their
6 rights to and under the subject Mortgage to
7 Defendants WFB, specifically the right to
8 foreclose.

9 H. LBH has not demonstrated that it has suffered an
10 actual or threatened injury as a consequence of
11 any default, which distinct and palpable injury
12 is legally required under applicable law in
13 order for Defendants LBH to satisfy the legal
14 standing to foreclose on the property.

15 I. Further, there is a cloud on the title to the
16 property which defendant LBH failed to extinguish
17 or disclose as it choose to perform a non-
18 judicial foreclosure on 01/27/12.

19 J. The cloud arises out of the filing of an action
20 styled, "Unlimited Civil Lawsuit case number 30-
21 2011 00529194 on December 12, 2011 and a
22 bankruptcy filed by plaintiff, case number 8:12
23 bk 11026 TA filed on January 26, 2012.

24 13. **First American Trustee Solutions, LLC (FATS)** is a
25 national limited liability company designed to act as
26 custodian and enforce foreclosure sales on the behalf
27 of various banks.

28 15. This action is brought against Lehman Brothers

1 in order to effectuate the relief which El Veasta Lampley,
2 plaintiff seeks for estate in this action, damages of
3 \$20,000,000., setting aside of foreclosure on property
4 01/27/2012 and those damages determined to be necessary by this
5 court final order in this proceeding by the Judge.

6
7 **IV Statement of Facts**
8
9

10 16. May 18, 2004 Lehman Brothers Holdings signed a Flow
11 Mortgage Loan purchase and Warranties Agreement by and between
12 the bank and NC Capital Corporation DBA NCMC. On May 18, 2004
13 Defendant LBH conspired with Defendants NCH and WFB to commit
14 fraud against Plaintiff El Veasta Lampley. Defendants USB aided
15 and abetted the fraud.

16 17. On or about October 01, 2005, plaintiff attended a seminar
17 hosted by NCH sales executive, Dale Koscielski.

18 A. Dale Koscielski approached plaintiff after the seminar
19 informing plaintiff about excellent new programs for
20 teachers that offer fixed rate mortgages for 30 years.

21 B. On October 10, 2005 Plaintiff applied for the loan to
22 purchase the property at 20051 Big Bend Lane,
23 Huntington Beach, CA. see exhibit 4.

24 C. Plaintiff was approved for a fixed rate loan and
25 shortly thereafter located the said property. See
26 exhibit #5.

27 D. Plaintiff put ten thousand dollars down on the
28 property, deposited an additional \$88,374. in the

1 escrow and leased out the property of plaintiff
2 current resident.

3 E. Upon closing on or about January 20, 2006 plaintiff
4 was given a loan docs to sign and a copy of the loan
5 application signed on October 17, 2005.

6 F. Plaintiff noticed that the income had been stated to
7 be \$16,388 per month on the new application based upon
8 6 months bank statements.

9 G. The loan was not fixed for 30 years but in fact fixed
10 for only two years with a pre-payment penalty and a
11 balloon payment.

12 H. Plaintiff called Dale on or about January 20, 2006
13 around 10:30 am from Irvine, CA at the escrow company
14 and informed him that the documents did not offer the
15 fixed loan that had been promised and that the
16 documents had over stated plaintiff's income.

17 I. Plaintiffs' income at the time was approximate \$3200.
18 per month as a school teacher.

19 J. On or about January 20, 2006 in Irvine California via
20 cell phone, at approximate 10:30 am, Dale stated that
21 he would refinance the loan prior to the two year
22 period.

23 K. That was a fraudulent act committed by Dale
24 Koscielski, account executive for New Century Mortgage
25 Company.

26 L. In addition, Dale stated that the income was based
27 upon bank statements provided by plaintiff and
28 calculated by the underwriter.

1 M. With the possibility of loosing the total of \$98,374.
2 deposited into escrow, I signed the loan documents
3 under duress.

4 N. On or about January 20, 2006 at approximate 10:30 AM
5 Dale committed fraud by inducing plaintiff to sign the
6 loan documents for a high-cost predatory loan that was
7 bound for foreclosure.

8 O. The Deed was granted to Plaintiff on 1/13/06.

9 P. The Deed of Trust was signed on January 21, 2006 along
10 with the Note fixed for two years.

11 Q. On February 14, 2006 a Purchase Price and Terms Letter
12 by and among Lehman Brothers Bank, FSB, NC Capital
13 Corporation, and New Century Mortgage Corporation and
14 it was later revised on March 17, 2006.

15 R. On March 28, 2006 the NC Capital Corporation
16 Settlement Notification and Funding Memo, was signed.
17 NCH alleges selling the said loan to LBH on March 28,
18 2006.

19 18. On June 1, 2006 assignment agreement was signed for
20 the Structured Asset Investment Loan Trust Mortgage Pass Through
21 Certificates, Series 2006-4. See exhibit 3.

22 19. On September 6, 2006 the Assignment of Deed of Trust
23 was alleged effective.

24 A. The agreement was not signed until July 7, 2007 and
25 recorded on 8/10/07. On 9/7/06 one day after the
26 assignment, plaintiff's home went into default.

27 B. A Notice of Default was recorded on 9/08/06.

1 C. Wells Fargo claimed to lack authority to contact
2 Plaintiff, Plaintiff faxed the authorization to Wells
3 on 11/1/06.

4 D. On 11/22/06 Wells Fargo denied a work out plan to
5 plaintiff.

6 E. On 11/29/06 Plaintiff faxed over another request for a
7 work out plan.

8 F. Wells Fargo sends Plaintiff a new Notice of Trustee
9 Sale and Declaration dated 12/09/06

10 20. On April 4, 2007 NCMC filed bankruptcy four months
11 after plaintiffs' home went into default.

12 21. On 5/17/07 WFB contacted plaintiff after receiving
13 documents from Plaintiff.

14 B. Financials were sent to Wells Fargo Bank.

15 C. On July 30, 2007 New Century signed the Assignment of
16 Deed of Trust assigning U.S.Bank as Trustee.

17 D. Call log to ASC dba Wells Fargo dating from 8/7/07-
18 12/17/07.

19 F. 2/25/08 letter from ASC dba WFB denying a loan
20 modification.

21 G. Order granting stay for sixty days.

22 H. Call log from 8/20/08-10/07/08.

23 I. Fax sent to ASC advising Defendants of stay.

24 J. Notice of Sale and Declaration on 3/3/10.

25 K. Notification of violation by Plaintiff.

26 L. Notice of Sale on 11/12/11 and Declaration signed on
27 8/8/11, recorded on 9/19/11.

28 M. Fax acknowledgement of sent request for information to
ASC dba WFB 10/3/11.

1
2 O. On 1/26/12 plaintiff filed Bankruptcy and the home was
3 sold on 1/27/12.

4 P. Defendants served a notice to quit on plaintiff on
5 January 28, 2012 and secured a judgment for possession against
6 Plaintiff on August 31, 2012.

7
8
9
10
11 **V Standards/Rules**
12

13 34. CONSPIRACY TO COMMIT FRAUD, FRAUD AND INTENTIONAL
14 TORT, AIDING AND ABETTING FRAUD, NEGLIGENT MISREPRESENTATION,
15 "Robo signing", Fabrication of documents and Homeowners Bill of
16 Rights.

17
18 A. Fraud is any misrepresentation, either by
19 misstatement or omission of a material fact,
20 knowingly made with the intention of
21 misrepresentation to another and on which a
22 reason able person would and does rely to
23 his or her detriment.

24 B. Misrepresentation-involves the use of fraud
25 and deceit for personal gain. It involves
26 several elements:

- 27 1. Misrepresentation of facts or conditions with
28 knowledge that they are false or with
reckless disregard for the truth.

1 2. Intent to induce another to rely on the
2 misrepresentation.

3 3. Justifiable reliance by the deceived party.

4 4. Damages suffered as a result of reliance.

5 5. Caused connection between the
6 misrepresentation and the injury suffered.

7 C. Negligence-elements

8 1. a legal duty to use care

9 2. breach of such duty

10 3. and the breach as the proximate or legal
11 cause of the resulting injury.

12 35. Violation of Holder-in-due-cause-C.C.C. 2924-Lack
13 of standing ,violation of Cal Civil code section 2934, Violation
14 of Calif. Commercial Code Section 3301.

15 36. Violation of 12 U.S.C. 2605(a)(1), 2605 (b),
16 2605(e)(1)(a) and 2605(e)(2)-requires written acknowledgement of
17 written request from borrower.

18 **VI Analysis**

19 1. Plaintiff incorporates here each and every
20 allegation set forth above. Please see attached.
21
22

23 **VII CONCLUSION**

24 37. Plaintiff seeks such injunctive relief as may be
25 determined to be appropriate and equitable in order to
26 remedy, address, and prevent additional harm arising
27 from the unlawful conduct of U.S.Bank National
28 Association, Wells Fargo Bank and First American

1 Trustee Servicing LLC , Lehman Brothers Holdings and
2 New Century Mortgage.
3

4 38. The allegations contained in all the paragraphs in the
5 Complaint are realigned and incorporated herein
6 by reference.
7

8 39. This is an action for relief which is brought pursuant
9 to applicable law that Defendant LBH has no legal or
10 equitable rights in the Note or Mortgage for purposes
11 of foreclosure and that said Defendant had and never
12 had legal standing to institute, maintain or foreclose
13 on the said property at 20051 Big Bend Lane,
14 Huntington Beach, CA 92646.

15 40. As set forth above, Defendant LBH has provided no
16 evidence that it has full legal interest in and title
17 to the Mortgage, and has provided no evidence that it
18 has any interest in the Note.

19 41. As set forth above, Defendant LBH does not possess the
20 requisite legal rights to foreclose on the property.

21 42. As set forth above, Defendant LBH, as the alleged
22 foreclosing party, was not a party to the original
23 mortgage contract documents; was not named as a payee
24 in the Note; and has failed to demonstrate any valid,
25 verified, authenticated assignment of the Note or the
26 Mortgage, and is thus legally was precluded from
27 instituting, maintaining or causing the foreclosure
28

1 action on 01/27/2012 on said property at 20051 Big
2 Bend Lane, Huntington Beach, Ca. 92646.

3 43. As set forth above, Defendants WFB DBA American
4 Servicing Corporation is only the servicer of the
5 Note, and as such cannot institute or maintain a
6 foreclosure preceding either directly or indirectly as
7 agent of Defendant WFB.

8 44. Defendants American Trustee Solutions LLC, as such
9 cannot institute or maintain a foreclosure preceding
10 either directly or indirectly as agent of Defendants
11 WFB.

12 45. Defendants U.S. Bank is not a holder in due cause based
13 on a void assignment of deed of trust bearing a back
14 date of ten months.

15 46. Wherefore, Plaintiffs demand that the court adjudge:

16 A. That Defendants LBH has/had no legal standing or
17 the proper legal or equitable interest in either
18 the Note or Mortgage to institute, maintain or
19 cause a foreclosure; and that the action by
20 Defendants WFB and USBN conducting a sale of the
21 property if legally defective precluded from
22 enforcement and that the plaintiff recover their
23 costs as provided by law.

24 47. EQUITABLE RELIEF

25 48. Plaintiff, El Veasta Lampley repeats and incorporates
26 by reference all allegations contained in this
27 complaint as if fully set forth herein.
28

1 A. Plaintiffs' loan that were unlawfully originated
2 or serviced, and that were acquired by LBH were
3 acquired subject to all of the plaintiffs claims
4 set forth herein.

5 B. As U.S.Bank National Bank Association presently
6 services all or nearly all of the subprime
7 mortgage loans originated by NCMC equitable
8 order against U.S.Bank National Association, as
9 Trustee for the Structured Asset Investment Loan
10 Trust, 2006-04 is appropriate to achieve the
11 relief due, the relief necessary to remedy the
12 harm suffered by the plaintiff as a result of the
13 unfair or deceptive acts or practices of LBH, and
14 to ensure that LBH, US.Bank National Association,
15 as Trustee for the Structured Asset Investment
16 Loan Trust, 2006-04 is not permitted to service or
17 foreclose upon the plaintiff's loans without due
18 consideration of LBH unlawful origination conduct
19 alleged in this Complaint.

20
21 49. Prayer for RELIEF

22 WHEREFORE, the plaintiff requests that this court
23 grant the following relief:

24 A. Issue a short order of notice requiring the
25 defendants to show cause why an order to set
26 aside the foreclosure on January 27, 2012
27 should not issue against them and, after hearing,
28 issue a preliminary injunction, enjoying all

1 defendants, and their officers, agents, servants,
2 employees, attorneys, mortgage brokers,
3 successors and assigns, and all other persons and
4 entities, whether acting individually or in
5 active participation or concert with them,
6 directly or indirectly, through any corporation,
7 trust or other device who receive actual notice
8 of the order, from:

9
10 (a) further selling, transferring or
11 assigning the loan on the subject
12 property

13 B. After trial on the merits; enter judgment in
14 favor of the Plaintiff including restitution to
15 plaintiff injured by defendants; unfair or
16 deceptive acts or practices, civil penalties,
17 punitive damages and compensatory damages in the
18 amount of \$20,000,000. and other remedial relief,
19 and reconveyance of property to plaintiff.

20 C. Plaintiff further requests that the court issue
21 an emergency order requiring attorney
22 confirmation with a signed affidavit of facts
23 relied upon in this foreclosure proceedings, sign
24 an order for a Special Master examination of
25 Lehman Brothers Holdings current processes and
26 retrospective measures with an investigation and
27 potential sanctions for past and present conduct
28 contemplated in the Order.

1 D. A Special Master is needed because this court and
2 plaintiff are faced with past and prospective
3 failure and refusal to perform by LBH.

4 A declaration of El Veasta Lampley, is filed herewith
5 in support hereof.

6 PLAINTIFF DEMANDS A TRIAL BY JURY OF ANY ISSUE TRIABLE
7 OF RIGHT BY JURY

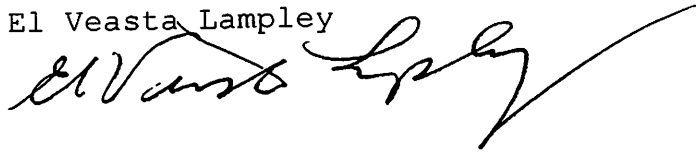
8 I declare under penalty of perjury under the laws of State
9 of California that the information above is true and
10 correct to the best of my knowledge, signed in Huntington
11 Beach, California, on April 10, 2013 by El Veasta Lampley.

12 Date: Plaintiff:

13
14 April 10, 2013

15 Respectfully Submitted,

16 El Veasta Lampley

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22 **CASES**

23
24 **Bardasia v. Santa Cla a Mortgage**

25 **Lona v. Citibank, N.A.**

26 **McCarley v. KPMG**

27 **US Bank v. Ibanez**

28 **Indy Mac v. Yano-Horoski**

1 **Veal v. American Home Mortgage**

2
3
4
5 Statue

6 Homeowners Bill of Rights

7 California Commercial Code Section 3301

8 12 U.S.C. 2605

9 Cal Civil Code section 2923.5

10 C.C.P. 1709-1710

11 C.C.P. 1572 5-1:00

12 FRAUD, AIDING AND ABETTING FRAUD

13 NEGLIGENCE AND MISPRESENTATION

14 REPA

15 Libel and Defamation of character